

**DECLARATION OF DEED RESTRICTIONS,
USE RESTRICTIONS AND ENVIRONMENTAL
CONDITIONS FOR SALT CREEK HEIGHTS BUSINESS CENTER**

THIS DECLARATION OF DEED RESTRICTIONS, USE RESTRICTIONS AND ENVIRONMENTAL CONDITIONS FOR SALT CREEK HEIGHTS BUSINESS CENTER is made this 6th day of April, 2011 by BP PRODUCTS NORTH AMERICA INC., formerly known as AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "BP", to place restrictions on property defined in the Reuse Agreement dated September 15, 1998 by and between Amoco Oil Company and the Board of County Commissioners for Natrona County and the City of Casper, Wyoming, as the North Tank Farm Industrial Park and now identified as the "Salt Creek Heights Business Center" located in Natrona County, Wyoming.

WITNESSETH:

WHEREAS, BP is the present record title holder of that certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein and now identified as the Salt Creek Heights Business Center in Natrona County, Wyoming; and

WHEREAS, BP entered into a Reuse Agreement dated September 15, 1998 with the Board of County Commissioners for Natrona County, Wyoming and the City of Casper, Casper, Wyoming setting forth specific obligations of BP as to the Property now identified as the Salt Creek Heights Business Center, Natrona County, Wyoming; and

WHEREAS, BP entered into a long-term Lease Agreement dated March 10, 2004 with the Amoco Reuse Agreement Joint Powers Board ("ARAJPB"), as Lessee, for said Salt Creek Heights Business Center (the "Property") wherein specific use restrictions and development protocols were set forth (the "Lease Agreement"). A Memorandum of Lease Agreement was filed of record in the Office of the County Clerk, Natrona County, Wyoming on May 27, 2004 as Instrument Number 0743237; and

WHEREAS, BP has determined that specific restrictions on the use of said Property shall be placed of record to prevent exposures to environmental conditions and contaminants on or under said Property; and

WHEREAS, the Board of County Commissioners for Natrona County, Wyoming adopted Resolution 93-04, A Resolution to Change the Zoning District Classification for Amoco Reuse



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Agreement Joint Powers Board and Natrona County From Light Industrial (LI) to Planned United Development (PUD) wherein the Board resolved to change the zoning district to Planned Unit Development and that the revised official zoning map shall contain the following notation, "PUD approved by Board of County Commissioners on September 7, 2004. Please consult Natrona County Development Department and/or Amoco Reuse Agreement Joint Powers Board for specific development guidelines and requirements." Said Resolution was recorded in the Office of the County Clerk, Natrona County, Wyoming as Instrument Number 751756 on September 29, 2004; and

WHEREAS, in conjunction with Resolution 93-04, the Board of County Commissioners for Natrona County, Wyoming entered into an Agreement Between the Board of County Commissioners of Natrona County, Wyoming, the Amoco Reuse Agreement Joint Powers Board, and BP Products North America, Inc. for Zoning of the Salt Creek Heights Business Center to Planned Unit Development setting forth specific design standards for said Property; and

WHEREAS, BP desires to place of record the deed restrictions and use restrictions as set forth in the Lease Agreement, specifically including the terms and conditions set forth in the Development Protocols, the Decision Document, the Remedy Agreement, and the Corrected Measures Implementation (all as defined in the Lease Agreement) together with the Design Standards as set forth in the Agreement between BP, the ARAJPB and Natrona County, Wyoming and that said deed restrictions, use restrictions and design standards are to run with the land.

THEREFORE, BP does hereby impose the following deed restrictions, use restrictions, and environmental conditions for the Property known as the Salt Creek Heights Business Center and as more specifically described in the attached Exhibit "A", as follows:

1. The Property shall not be used for any purpose other than industrial, mixed commercial and recreation.
2. The Property shall not be used for any of the following uses and purposes:
 - (i) residential;
 - (ii) nursing home;
 - (iii) jail, juvenile detention center;
 - (iv) daycare, child, or adult
 - (v) hospital, hospice
 - (vi) schools, fraternities, sororities;

- (vii) zoo, animal shelter, animal treatment or care facility, kennel;
- (viii) food processing facility;
- (ix) greenhouse, plant nursery, raising of edible plants or roots, or fruit bearing trees or shrubs in which there is the reasonable possibility of roots penetrating into soils existing on the Property (except in situations where greenhouse, nursery-cultivated, or other plants, roots, trees or shrubs are grown in clean soils imported to the Property and for which there is no reasonable possibility of root penetration into contaminated soils existing on the Property);
- (x) dairy farm, horse boarding;
- (xi) overnight camping, recreational vehicle park;
- (xii) fishing or swimming except on or in the North Platte River;
- (xiii) hunting or trapping;
- (xiv) dry cleaners;
- (xv) gasoline station, auto repair or service;
- (xvi) chemical manufacturing facility;
- (xvii) landfill.

3. The groundwater under or on the Property shall not be used for any use or purpose without the express approval of the Wyoming Department of Environmental Quality (“WDEQ”) or other appropriate regulatory agencies and BP.

4. The Property shall not be used for any purpose that requires or involves an excavation into or through the ground surface, except in accordance with a media management plan approved by BP.

5. The Property shall not be used for any purpose that requires or involves the use, generation, storage, transportation, or disposal of any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances included in the definition of hazardous substances, hazardous waters, hazardous materials, or toxic substances under any applicable federal or state laws or regulations, without the prior written consent of BP.

6. The Property shall not be used for any purpose that may cause or result in the violation of any federal, state, or local laws, ordinances or regulations.

7. The Property shall not be used for any purposes not contemplated in the Remedy Agreement, Decision Document or other applicable agreement or document, or decree or order, or for any purpose that interferes with the implementation or completion of any response actions required thereby.

8. The Property shall not be used for any purpose that may add to any contamination on or under the Property, or that could delay or increase the cost of investigation, clean up or remediation of any contamination on or under the Property.

9. BP shall have the right to inspect the Property to undertake certain investigations and remediation activities on and near the Property. BP reserves unrestricted ingress and egress rights to and from, and unrestricted access on, over, and under the said Property. BP's unrestricted access shall include, but shall not be limited to, the right of BP to inspect said Property, to remove, or add soil or water, or to lay, install, construct, maintain, operate, inspect, replace, remove, sample, or supplement all facilities, system or systems, equipment, or machinery useful to implement and complete all investigation, remediation and corrective action. BP shall exercise due diligence in attempting to minimize any disruption of the use and possession of said Property, and shall not damage, destroy, or remove buildings unless such damage, destruction, or removal is necessary to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any governmental authority. In the event that any improvements made by BP are damaged, destroyed, or must be removed or relocated in order to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any governmental authority, BP shall, at its sole cost, repair, replace, or relocate any such improvement. In the event that any other improvements are damaged, destroyed, or must be removed or relocated in order to implement or complete any investigation or corrective action required by any governmental authority, BP shall bear no responsibility or liability for such damage, destruction, removal, or relocation of said improvement.

10. Any alteration, addition or modification to the Property shall comply with the Reuse Agreement, the Corrective Measures Implementation, the Consent Decree, all Development Protocols, the Existing Encumbrances (all as defined in the Lease Agreement) and all laws, rules, orders, ordinances, regulations, and requirements promulgated by any governmental authority. Any such alteration, repair, or maintenance which does not involve or give rise to a change in use or a Subsurface Improvement on said Property as defined in the Development Protocols shall not require the written consent of BP.

11. BP retains all environmental and remediation risks for, control of, and responsibility for environmental conditions and media existing on the Property on the effective

date of the basic term of the Lease Agreement, including environmental conditions and media which exist but are not known on the effective date of the basic term (“Existing Contaminated Media”) or that relate to BP’s ongoing remediation activities. BP’s successor and/or assign shall assume all environmental and remediation risks for control of, and responsibility for releases of contaminants and storage or disposal of hazardous or toxic substances that occur after the effective date of the basic term of said Lease Agreement and which are a direct result of said successor’s and/or assign’s activities on or possession of the land.

12. Prior to the construction of any Subsurface Improvements, defined under the Development Protocols as “(1) any grading or excavation below the existing surface of the Leased Premises; (2) the addition of fill materials to the Leased Premises; (3) any and all landscaping in contact with the surface of the Leased Premises as it exists from time to time; (4) structures and improvements of any type or kind to the extent they extend into or below the ground surface, including, but not limited to, buildings, outbuildings, foundations, footings, water lines, sewers, electrical and gas distribution facilities, other utility lines or distribution facilities, walls, fences, lighting systems, and drainage systems (including retention ponds); and (5) any maintenance or construction on, or alteration or removal of, any existing building, facility, or utility,” BP’s successor and/or assign shall submit written notice to BP which sets forth the following:

1. Proposed use;
2. Plan for subsurface improvements and excavation;
3. Media Management Plan reflecting:
 - a. Approach for vapor barrier;
 - b. Landscaping plan;
 - c. Type of fill contemplated.
4. A declaration from the successor and/or assign with an endorsement by the ARAJPB that the proposed use meets all Development Protocols and Decision Document requirements;
5. A declaration from a licensed architect that the proposed improvements meet all Development Protocols and Decision Document requirements.

6. BP shall then have thirty (30) days in which to respond to said successor's and/or assign's use proposal. If BP shall fail to respond within thirty (30) days, the use proposal shall be deemed approved.

7. If, within said thirty (30) day period, BP rejects the submitted use proposal, it shall, upon said rejection, provide the basis for said rejection and provide suggested changes. The successor and/or assign shall then provide a revised use proposal within thirty (30) days. BP shall then have thirty (30) days in which to respond to said revised use proposal. If BP rejects said revised use proposal within said time period, the successor and/or assign and BP shall attempt to resolve said rejection informally through direct discussion. If the matter cannot be resolved through direct discussion, then either party may request alternative dispute resolution pursuant to the provisions of the Wyoming Rules of Civil Procedure to resolve such rejection/dispute.

8. In the event that Existing Contaminated Media is encountered during the construction process, BP's successor and/or assign will proceed as follows:

a. Notify a BP designated contractor who will determine the proper management of said Existing Contaminated Media, including, to the extent reasonable and necessary, the removal of said Existing Contaminated Media;

b. Any removal of said Existing Contaminated Media by said BP contractor shall be to a BP designated site;

c. BP's successor and/or assign will be responsible for the costs of the BP contractor as well as the disposition costs of any Existing Contaminated Media that is removed;

d. Notwithstanding the payment by BP's successor and/or assign of the BP contractor costs and any disposition costs of any removed Existing Contaminated Media, BP shall retain all environmental and remediation responsibility of such Existing Contaminated Media. BP's successor and/or assign shall not by virtue of any such participation and planning for the extent of excavation to be performed, nor for any payment for the excavation, handling, storage and disposal of such Existing Contaminated Media, assume any environmental remediation risk for such Existing Contaminated Media.

e. BP will provide to the ARAJPB on an annual basis the names of at least two (2) approved contractors as well as a disposition site for the removal and disposition of Existing Contaminated Media encountered for such use proposal.

13. BP's successor and/or assign will not use, keep or allow said Property or any portion thereof to be used or occupied for any unlawful purpose or suffer any acts or condition which may be dangerous or which may constitute a public or private nuisance or which violates the Existing Encumbrances or any of the Development Protocols, the Lease Agreement, the Reuse Agreement, the Corrective Measures Implementation, the Consent Decree, any certificate of occupancy or any laws, rules, orders, ordinances, regulations or requirements now or hereafter enacted or promulgated by any governmental authority.

14. These restrictions shall be imposed upon the Property, shall run with the land and be binding upon BP and its successors, assigns, future lessees, sublessees, and occupants of the Property (including persons who take title to the Property as heirs), and their invitees, guests, agents, employees or persons acting under their control or direction. The restrictions are imposed for the purpose of protecting the public health and the environment, and to prevent interference with the performance and maintenance of any response actions required by the WDEQ and any other governmental agencies having jurisdiction over the Property.

15. These Deed Restrictions, Use Restrictions and Environmental Conditions shall remain in effect and may not be modified, amended, or terminated without the express approval of BP. In the event that BP conveys, transfers, or assigns all or any part of its right, title and interest in and to the Property, BP shall have the retained and reversionary right to enforce the terms and conditions hereof.

16. Should the ARAJPB's successors and/or assigns violate any of these Deed Restrictions, Use Restrictions and Environmental Conditions set forth herein, BP shall have the right at all times to restrain by injunction any violation or attempted violation by said successor and/or assign of said Deed Restrictions, Use Restrictions and Environmental Conditions set forth herein. In the event injunctive relief is granted, the successor and/or assign waives and releases any and all claims and demands for damages, losses, injuries, expenses, costs and fees of every kind or nature whatsoever arising out of the order granting injunctive relief of said use proposal.

EFFECTIVE the date first above written.

BP PRODUCTS NORTH AMERICA INC.

By: Lisa Smith

Print Name LISA A SMITH

Title General Mgr. RM.

ATTEST:

By: Michelle L Bien-Curtin
Print Name Michelle L Bien-Curtin
Title Associate Project Manager
Jard & Zogal

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by LISA A. SMITH as GENERAL MANAGER RM of BP Products North America Inc., formerly known as Amoco Oil Company, a Maryland corporation, this 11 day of APRIL, 2011.

Witness my hand and official seal.

Jason S Lucas
Notary Public

My Commission Expires: 4 / 2 / 2012



**FIRST AMENDMENT TO DECLARATION OF DEED RESTRICTIONS,
USE RESTRICTIONS AND ENVIRONMENTAL
CONDITIONS FOR SALT CREEK HEIGHTS BUSINESS CENTER**

THIS FIRST AMENDMENT TO DECLARATION OF DEED RESTRICTIONS, USE RESTRICTIONS AND ENVIRONMENTAL CONDITIONS FOR SALT CREEK HEIGHTS BUSINESS CENTER is made this 20 day of JUNE, 2011 by BP PRODUCTS NORTH AMERICA INC., formerly known as AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "BP".

WITNESSETH:

WHEREAS, on April 14, 2011 BP filed of record with the Natrona County Clerk's office as Instrument Number 906974 a Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center located in Natrona County, Wyoming; and

WHEREAS, Exhibit "A" setting forth the legal description of the Salt Creek Heights Business Center was not included when the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center was recorded in the Natrona County Clerk's office; and

WHEREAS, BP also desires to amend Section 12.4 and Section 12.5 of said Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center to delete the reference to the Decision Document requirements and to also allow the required Declaration to be made by a licensed engineer.

THEREFORE, BP does hereby state that the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center recorded April 14, 2011 as Instrument Number 906974 with the Natrona County Clerk's office and as amended herein shall specifically be imposed upon that property known as the Salt Creek Heights Business Center as more specifically described in the attached Exhibit "A".

FURTHERMORE, the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center recorded on April 14, 2011 as Instrument Number 906974 with the Natrona County Clerk's office is amended as follows:

- A. Section 12.3 is amended to read as follows:
 - 3. Media Management Plan providing:



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- a. Approach for and identification of any vapor barrier;
- b. Landscaping plan;
- c. Type of fill contemplated and a discussion of any anticipated removal of soils from the parcel; and a
- d. Plan that describes the identification, notification of BP and management of Existing Contaminated Media in Section 12.8.

B. Section 12.4 is amended to read as follows:

4. A declaration from the successor and/or assign with an endorsement by the ARAJPB that the proposed use meets the requirements in the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center, as amended.

C. Section 12.5 is amended to read as follows:

5. A declaration from a licensed architect or licensed engineer that the proposed improvements meet the requirements in the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center, as amended.

All other provisions of the Declaration of Deed Restrictions, Use Restrictions and Environmental Conditions for Salt Creek Heights Business Center recorded in the Natrona County Clerk's office as Instrument 906974 on April 14, 2011 shall remain in full and force and effect.

DATED this 20 day of JUNE, 2011.

BP PRODUCTS NORTH AMERICA INC.

By: Patricia Gallery

PATRICIA GALLERY
Print Name

GLOBAL PORTFOLIO MANAGER RHM/AE
Title

ATTEST:

By: Michelle L. Bien-Curtin
Michelle L. Bien-Curtin

Print Name
Title Associate Project Manager, Remediation Management

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by MICHELLE BIEN-CURTIN
as ASSOCIATE PROJECT MANAGER of BP Products North America Inc., formerly known as
Amoco Oil Company, a Maryland corporation, this 20TH day of JUNE, 2011.

Witness my hand and official seal.

Jason S Lucas
Notary Public

My Commission Expires:
4/2/12

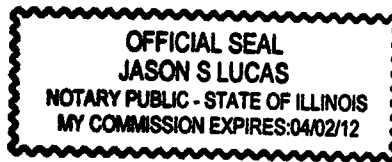


EXHIBIT "A"

LEGAL DESCRIPTION

A Parcel located in and being portions of the SE1/4SE1/4, Section 31 and SW1/4SW1/4, Section 32, Township 34 North, Range 79 West and all of Lots 3 and 4 and all of the N1/2SW1/4NW1/4 and S1/2SW1/4NE1/4 and portions of the SE1/4NW1/4, NW1/4SE1/4, and NE1/4SW1/4, Section 5 and all of Lot 1 and all of the N1/2SE1/4NE1/4, Section 6, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said Lot 3, Section 5, Township 33 North, Range 79 West; thence along the easterly line of said Parcel and Lot 3, Section 5, S.0°39'13"W., 1314.75 feet to a point and northeasterly corner of said SE1/4NW1/4, Section 5; thence continuing along the easterly line of said Parcel and the easterly line of said SE1/4NW1/4, Section 5, S.0°39'13"W., 660.04 feet to a point and northwesterly corner of the S1/2SW1/4NE1/4 of said Section 5; thence along the northerly line of said S1/2SW1/4NE1/4, Section 5, S.89°37'03"E., 1308.27 feet to the northeasterly corner of said S1/2SW1/4NE1/4, Section 5; thence along the easterly line of said S1/2SW1/4NE1/4, Section 5, S.0°20'19"W., 660.14 feet to the southeasterly corner of said S1/2SW1/4NE1/4, Section 5; thence continuing along the easterly line of said Parcel and NW1/4SE1/4, Section 5, S.0°37'49"W., 299.62 feet to a point; thence S.0°45'39"W., 100.32 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and across said NW1/4SE1/4 and into said NE1/4SW1/4, Section 5, N.89°37'03"W., 1848.16 feet to a point; thence into said SE1/4NW1/4, Section 5, N.0°20'19"E., 1056.55 feet to a point in and intersection with the southerly line of the N1/2SE1/4NW1/4, Section 5; thence continuing along the southerly line of said Parcel and the southerly line of the N1/2SE1/4NW1/4, Section 5, N.89°59'24"W., 787.82 feet to the southeasterly corner of the N1/2SW1/4NW1/4, Section 5; thence continuing along the southerly line of said Parcel and N1/2SW1/4NW1/4, Section 5, N.89°59'47"W., 1329.87 feet to the southeasterly corner of the N1/2SE1/4NE1/4, Section 6; thence continuing along the southerly line of said Parcel and N1/2SE1/4NE1/4, Section 6, S.88°45'12"W., 1314.41 feet to the southwesterly corner of said Parcel and N1/2SE1/4NE1/4, Section 6; thence along the westerly line of said Parcel and N1/2SE1/4NE1/4, Section 6, N.0°17'42"E., 646.67 feet to a point and southwesterly corner of said Lot 1, Section 6; thence continuing along the westerly line of said Parcel and Lot 1, Section 6, N.0°16'43"E., 1285.90 feet to the northwesterly corner of said Parcel and Lot 1, Section 6; thence along the northerly line of said Parcel and Lot 1, Section 6, N.89°17'28"E., 199.96 feet to a point; thence continuing along the northerly line of said Parcel and the southerly right-of-way line of Wyoming State Highway No. 20 and 26 and into said SE1/4SE1/4, Section 31, Township 34 North, Range 79 West, N.62°25'42"E., 857.03 feet to a point; thence N.80°04'43"E., 366.32 feet to a point in and intersection with the westerly line of said SW1/4SW1/4, Section 32; thence continuing along the northerly line of said Parcel and across said SW1/4SW1/4, Section 32, N.80°03'48"E., 1351.48 feet to a point; thence along the easterly line of said Parcel, S.0°05'52"E., 50.24 feet to a point; thence leaving said right-of-way line of Wyoming State Highway 20-26, S.0°12'26"E., 602.07 feet to the southeasterly corner of said SW1/4SW1/4, Section 32; thence along the northerly line of said Parcel and Lot 3, Section 5, N.88°49'49"E., 1333.21 feet to the Point of Beginning.